

program was not part of the original contractual agreement between the parties; and,

WHEREAS, the parties desire to fully resolve their present disputes, and to provide for an improved fishery by hereby amending the existing contract. This amended contract shall supersede the above-referenced agreement, and shall hereafter control the rights, duties, and obligations of the parties and the pending lawsuit shall be dismissed upon the grounds that the dispute therein has been hereby settled.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and the dismissal of the above pending litigation, the parties mutually agree as follows:

1. Representations of the Parties.

The parties mutually agree and acknowledge that both parties have fully complied with all of the covenants and conditions contained in the agreement of March 20, 1970, regarding the funding and construction of the reservoir; securing the required approvals of the State Engineer for the segregation and change of nature and place of use; to provide the required water for the maintenance of a 1,500 acre-foot sedimentation pool, a 2,300 acre-foot fish conservation pool, and a 7,080 acre-foot irrigation pool in accordance with the allocations set forth in this agreement, for the application for and the obtaining of Federal construction grants to assist in the financing of the construction of the Lower Gunlock Reservoir; and, that neither party is in default under any of the terms and conditions of the prior written agreement in any respect.

2. Allocation of Actual Storage Space.

The reservoir as constructed has 10,880 acre-feet of storage space before siltation, which space shall be allocated between the parties as follows:

(a) The bottom 1,500 acre-feet of storage space shall be set aside as dead storage capacity for use as a